

## **Chapter 15.32**

### **FIT PREMISES**

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##### **15.32.010 Purpose.**

The purpose of this chapter is to provide for the health, safety, comfort, convenience and aesthetics of the city and its inhabitants, and to protect the tax base and property values within the city, by regulating the maintenance, repair and remodeling of residential buildings specified in this chapter.

##### **15.32.020 Exclusions from application of chapter.**

The following are not governed by this chapter.

A. Residence at a detention, medical, geriatric, educational, counseling or religious institution;

B. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;

C. Occupancy by a member of a fraternal or social organization in a building operated for the benefit of the organization;

D. Transient occupancy in a hotel, or motel (or lodgings subject to *Utah Code Ann.* § 59-12-301); except that single-room occupancy units ("SRO") shall be governed by this chapter. "SRO" means an existing housing unit with one combined sleeping and living room of at least seventy square feet, but of not more than two hundred twenty square feet, where the usual tenancy or occupancy of the same unit by the same person or persons is for a period of longer than one week. Such units may include a kitchen and private bath.

E. Occupancy by an owner of a condominium unit.

##### **15.32.030 Identification of owner and agents.**

A. A property owner, or any person authorized to enter into a rental agreement on the owner's behalf, shall disclose to the tenant in writing at or before the commencement of the tenancy the name, address and telephone number of:

1. The owner and person authorized to manage the premises; and

2. A local person authorized to act for and on behalf of the owner for the purpose of receiving notices and demands, and performing the owner's obligations under this chapter and the rental agreement if the owner or manager resides outside the city.

B. A person who enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the owner for the purposes of:

1. Receipt of notices under this chapter; and

2. Performing the obligations of the owner under this chapter and under the rental agreement.

C. The information required to be furnished by this section shall be kept current. This section is enforceable against any successor owner or manager.

D. Every rental property with more than one unit rented without a written agreement shall have a notice posted in a conspicuous

place with the name, address and telephone number of the owner or manager and local agent as required by subsection A above.

**15.32.040 Duties of property owner at time of possession delivery.**

A. At the commencement of any rental of a unit the landlord shall provide to the tenant:

1. A written summary of this chapter and an inventory of the condition of the premises and all appliances and furnishings. A copy of the lease or rental agreement and rules and regulations, if written, shall be provided to the tenant at the time the rental agreement is entered into.

2. Any current notice by any utility provider to the landlord to terminate water, gas, electrical or other utility service to the dwelling unit, the proposed date of termination, and any current uncorrected deficiency list or notice from any government entity,

B. By explicit written agreement, a property owner and a tenant may establish a procedure whereby the tenant notifies the property owner of needed repairs, makes those repairs and deducts the cost of the repairs from the rent due and owing.

C. A property owner may allocate any duties to the tenant by explicit written agreement. Such agreement must be clear and specific, boxed, in bold type or underlined.

D. If the property owner fails to deliver possession of the dwelling unit to the tenant as promised in the rental agreement, rent abates until possession is delivered and the tenant may terminate the rental agreement by written notice to the property owner and recover all prepaid rent and security deposits, as well as the greater of one hundred dollars or actual damages, and reasonable attorney's fees.

**15.32.050 Property owner to maintain the premises and each dwelling unit.**

A property owner shall:

A. Comply with the requirements of applicable building, housing and health codes

and county ordinances, and not rent the premises unless they are safe, sanitary and fit for human occupancy;

B. Maintain the structural integrity of the building;

C. Maintain floors in compliance with safe load-bearing requirements;

D. Provide exits, emergency egress, and light and ventilation in compliance with applicable codes;

E. Maintain stairways, porches, walkways and fire escapes in sound condition;

F. Provide smoke detectors and fire extinguishers as required by code;

G. Provide operable sinks, toilets, tubs and/or showers;

H. Provide heating facilities as required by code;

I. Provide kitchen facilities as required;

J. Provide running water;

K. Provide adequate hall and stairway lighting;

L. Maintain floors, walls and ceilings in good condition;

M. Supply window screens where required by code;

N. Maintain foundation, masonry, chimneys, water heater and furnace in good working condition;

O. Prevent the accumulation of stagnant water;

P. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied by the landlord as required by applicable codes;

Q. Provide and maintain appropriate garbage receptacles and arrange for timely garbage removal as required by code;

R. Supply electricity, hot water and heat at all times, except where the dwelling unit is so constructed that electricity, heat or hot water is within the exclusive control of the tenant and supplied by a direct public utility connection;

S. Assure that the premises are free of insects and rodents;

T. Not interrupt or disconnect utility service;

U. Provide adequate locks to exterior doors and furnish keys to tenants as required by applicable codes;

V. Maintain the dwelling unit in a reasonably insulated and weather tight condition as required by the building and housing and Utah State Energy Conservation codes; and

W. Not interfere with each tenant's peaceful enjoyment of the premises;

X. Insure that repairs, decorations, alterations, or improvements, or exhibiting the dwelling unit shall not unreasonably interfere with the tenants' right to quiet enjoyment of the premises.

Y. Provide a mailbox; and

Z. Provide accessible meters for each tenant for gas and electricity, or include charges for utility services in the rent.

#### **15.32.060 Tenant to maintain dwelling unit.**

A tenant shall:

A. Comply with all appropriate requirements of the rental agreement and applicable provisions of building, housing and health codes;

B. Maintain the premises occupied in a clean and safe condition and not unreasonably burden any common area;

C. Dispose of all garbage in a clean and safe manner;

D. Maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;

E. Use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;

F. Not destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

G. Promptly inform the property owner of any defective conditions or problems at the premises;

H. Not interfere with the peaceful enjoyment of the residential rental unit of another renter;

I. Upon vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by the property owner;

J. Be current on all payments required by the rental agreement;

K. Not increase the number of occupants above that specified in the rental agreement without written permission of the owners; and

L. Not modify or paint the premises without the express permission of the property owner/agent.

M. Dispose of oil, car batteries, and other hazardous waste materials away from the rental premises, and in a manner prescribed by federal and local laws; and

N. Not require the owner to correct or remedy any condition caused by the renter, the renter's family or the renter's guests or invitees by inappropriate use of the property during the rental term or any extension of it.

#### **15.32.070 Rules and regulations.**

A property owner may adopt rules or regulations concerning the tenant's use and occupancy of the premises which become a part of the rental agreement if they apply to all tenants in the premises in a nondiscriminatory manner, do not conflict with the lease, state law or city ordinance, and are provided to the tenant before the tenant enters into the rental agreement. Rules, regulations or lease terms can, by agreement between the parties, be more favorable to the tenant than allowed by state law or city ordinance but cannot be more restrictive. Rules may be modified from time to time by the property owner. However, no rule adopted after the commencement of any rental agreement shall substantially modify the existing terms, conditions or rules without written consent of the tenant.

#### **15.32.080 Access.**

A. A tenant shall not unreasonably withhold consent to the property owner to enter into the dwelling unit in order to make necessary or agreed repairs, decorations, alterations,

or improvements; or exhibit the dwelling unit to prospective purchasers, tenants or work people.

B. A property owner may enter the dwelling unit without consent of the tenant in case of emergency.

C. Except in case of emergency the property owner shall give the tenant at least twenty-four hours notice of plans to enter and may enter only between eight o'clock a.m. and eight o'clock p.m.

D. A property owner has no other right of access except:

1. Pursuant to court order;
2. As permitted by Sections 15.32.070 and 15.32.080; or
3. Unless the tenant has abandoned the premises as defined in *Utah Code Ann.* § 78-36-12(3) or any successor provision.

#### **15.32.090 Owner and tenant remedies for abuse of access.**

A. If the tenant refuses to allow lawful access, the property owner may obtain injunctive relief to compel access, or terminate the rental agreement and commence an eviction action. In either case, the property owner may recover actual damages and reasonable attorney's fees.

B. If the property owner makes an unlawful entry or makes repeated demands for entry which harass the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement and vacate the premises. In either case, the tenant may recover actual damages or damages equal to one month's rent and reasonable attorney's fees.

#### **15.32.100 Repair of specified failures.**

In the event of the failures specified below the property owner shall begin repairing the failures within the following specified time periods after receipt of written notice of the failure delivered to the person identified in Section 15.32.030, and complete the repairs with reasonable diligence:

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| A. Inoperable toilet | 24 hours |
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B. Lavatory, tub, shower or kitchen sink with inoperable drain or no hot or cold water	48 hours
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C. Inoperable refrigerator or cooking range or stove	48 hours
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D. Nonfunctioning heating (during a period where heat is reasonably necessary) or electrical system	24 hours
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E. Inoperable electric fixture	72 hours
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F. Broken exterior door or inoperable or missing exterior door lock	48 hours
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G. Broken window with missing glass	96 hours
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H. Inoperable exterior lighting	96 hours
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I. Broken stair or balustrade	24 hours
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J. Inoperable or missing smoke detector if required by code	24 hours
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K. Inoperable required fire sprinkler system (if smoke detectors are not present or operating)	24 hours
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L. Inoperable required fire sprinkler system (if smoke detectors are installed and operable)	96 hours
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M. Broken or leaking water pipes causing an imminent threat to life, safety or health	24 hours
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N. Other broken or leaking water pipes	72 hours
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The tenant shall grant the property owner reasonable access to perform the repairs required above.

#### **15.32.110 Tenant repair and deduct.**

If the property owner fails to begin making the repairs required by Section 15.32.100 above, within the specified times, the tenant may cause the repairs to be made subject to the following provisions:

A. Critical Repairs. If the repairs involve an inoperable toilet, lack of heat during a period for which heat is required, broken or leaking water pipes posing an immediate

threat to life, safety or health or a complete lack of running water the tenant may, upon the expiration of the notice period specified in Section 15.32.100, cause the necessary repairs to be made.

1. In making such repairs the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes.

2. If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two bids for the work and, if bids are not obtained, shall contract for the work to be done by someone else at a reasonable cost.

B. Noncritical Repairs. If the required repairs are not critical repairs subject to the provisions of subsection A above, the tenant, after the expiration of the notice time required by Section 15.32.080 above, shall give the property owner or agent identified in Section 15.32.030 above a second written notice of intent to repair and deduct. This second notice shall be either delivered and served personally upon the property owner or agent or sent by both certified and regular mail.

1. The second notice shall state the nature of the problem, the date the tenant sent the first notice required by 15.32.080, and the intention of the tenant to cause the repairs to be done and to deduct the cost from the rent if the property owner does not make the repairs.

2. The property owner shall start making the required repairs within forty-eight hours after the hand delivery of the second notice or by the end of the second calendar day after the date of mailing of the second notice.

3. If the required repairs have not begun within the time specified in subsection (B)(2) above, the tenant may cause the repairs to be made.

4. In making such repairs the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes.

5. If a licensed contractor is required for the work, the tenant shall make reasonable

efforts to obtain two bids for the work, and, if bids are obtained, shall contract for the work with the low bidder.

6. If a licensed contractor is not required for the work, the tenant may do the work on his or her own or contract for the work to be done at a reasonable cost.

C. Deductible Amount. For any repairs made pursuant to this section, the tenant may deduct from future rent the actual and reasonable cost of the repairs performed up to a maximum deduction of four hundred dollars.

D. Nontermination. The property owner may not terminate the tenant's tenancy for the tenant's deduction of rent for repairs made pursuant to this section nor may the property owner terminate the tenancy until the tenant's costs, not to exceed four hundred dollars, for repairs made under this section have been offset by deducted rent.

E. Tenant Caused Damages. The repair and deduct provisions of this section shall not be applicable to any damages caused or repairs necessitated by actions of the tenant or the tenant's invited guests or other occupants of the dwelling unit.

#### **15.32.120 Retaliatory conduct prohibited.**

A. Except as provided in this section and *Utah Code Ann.* § 57-22-4 a property owner may not terminate a rental agreement or bring or threaten to bring an eviction action because the tenant has in good faith:

1. Complained of code violations at the premises to a governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code;

2. Complained of a building, housing, health or similar code violation or an illegal property owner practice to a community organization or the news media;

3. Sought the assistance of a community organization or the news media to remedy a code violation or illegal property owner practice;

4. Requested the property owner to make repairs to the premises as required by this chapter, a building or health code, other regulation, or the residential rental agreement;

5. Become a member of a tenant's union or similar organization;

6. Testified in any court or administrative proceeding concerning the condition of the premises; or

7. Exercised any right or remedy provided by law.

B. If the property owner violates any provision of this section, the tenant may recover the greater of one month's rent or actual damages, and reasonable attorney's fees.

**15.32.130 Applicability of other ordinances.**

Notwithstanding any other provision of this chapter, acts or omissions of property owners and tenants may likewise be governed by other sections of this code governing health and public safety.